

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

1. Versata Software, Inc., f/k/a	§	
Trilogy Software, Inc., and	§	
2. Versata Development Group, Inc.,	§	
f/k/a Trilogy Development Group,	§	
Inc.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. 2:06cv358TJW
	§	
1. Sun Microsystems, Inc.	§	
	§	
Defendants.	§	JURY TRIAL DEMANDED

**VERDICT FORM**

**Question No. 1:**

Do you find that Versata has proven by a preponderance of the evidence that Sun has infringed claims 1, 2, 4, and 5 of U.S. Patent No. 5,515,524 ("the '524 patent")?

Answer "yes" or "no" for each claim.

Claim 1: NO

Claim 2: NO

Claim 4: NO

Claim 5: NO

**Question No. 2:**

Do you find that Versata has proven by a preponderance of the evidence that Sun has infringed claims 1, 2, 3, and 4 of U.S. Patent No. 5,708,798 ("the '798 patent")?

Answer "yes" or "no" for each claim.

Claim 1: NO

Claim 2: NO

Claim 3: NO

Claim 4: NO

**Question No. 3.**

Do you find that Sun has proven by clear and convincing evidence that claims 1, 2, 4, and 5 of the '524 patent are invalid?

Answer "yes" or "no" for each claim.

Claim 1: yes

Claim 2: yes

Claim 4: yes

Claim 5: yes

**Question No. 4:**

Do you find that Sun has proven by clear and convincing evidence that claims 1, 2, 3, and 4 of the '798 patent are invalid?

Answer "yes" or "no" for each claim.

Claim 1: yes

Claim 2: yes

Claim 3: yes

Claim 4: yes

*ONLY answer Question No. 5 if you have answered “YES” to any part of questions 1 or 2. Otherwise, do not answer Question No. 5, and proceed to Question No. 6.*

**Question No. 5:**

What sum of money, if any, based on a reasonable royalty would fairly and adequately compensate Versata as damages for the infringement you have found?

Answer in dollars and cents.

Answer: \$ 0.

**Question No. 6:**

Do you find by a preponderance of the evidence that Sun has proven its patent license defense?

Answer "yes" or "no."

yes

**Question No. 7:**

Do you find that Versata has proven by a preponderance of the evidence that Sun breached the Software License Agreement or the Professional Services Agreement?

Answer "yes" or "no" for each agreement.

Software License Agreement: NO.

Professional Services Agreement: NO.

*If you answered "yes" for one agreement or both agreements in response to Question No. 7, then answer Question No. 8. Otherwise, do not answer Question No. 8.*

**Question No. 8:**

What sum of money, if any, would fairly and adequately compensate Versata as damages for Sun's breach of contract?

Answer in dollars and cents.

Answer: \$ 10.

**Question No. 9:**

Do you find that Versata has proven by a preponderance of the evidence that Sun misappropriated Versata's trade secrets?

Answer "yes" or "no."

Answer: NO

*If you answered "yes" to Question No. 9, then answer Question No. 10. Otherwise, do not answer Question No. 10.*

**Question No. 10:**

What sum of money, if any, would fairly and adequately compensate Versata as damages for Sun's trade secret misappropriation?

Answer in dollars and cents.

Answer: \$ 0.

**Question No. 11:**

Do you find that Versata has proven, by a preponderance of the evidence, that Sun intentionally interfered with contractual relations between Shyam Laksham and Versata, between Jean Murray and Versata, or between Evan Kempner and Versata?

Answer "yes" or "no" for each person:

Shyam Laksham: NO

Jean Murray: NO

Evan Kempner: NO

*If you answered "yes" to Question No. 11 then answer Question No. 12. Otherwise, do not answer Question No. 12.*

**Question No. 12:**

What sum of money, if any, would fairly and adequately compensate Versata as damages for Sun's intentional interference with contractual relations?

Answer in dollars and cents.

Answer: \$ 0.

*Answer No Further Questions.*

Signed the 24 day of April, 2009.

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Presiding Juror